

**JOINT USE COOPERATIVE AGREEMENT BETWEEN THE OAKLAND UNIFIED
SCHOOL DISTRICT AND THE CITY OF OAKLAND REGARDING THE
THE 81ST AVENUE BRANCH LIBRARY OF THE OAKLAND PUBLIC LIBRARY**

THIS agreement is made on this 15 day of Jan 04 between the City of Oakland (hereinafter called "CITY") and the Oakland Unified School District (hereinafter called "District") for a joint use library project, each a "Party" and collectively, the "Parties".

WHEREAS, in fulfillment of the District's commitment to improve the quality of educational facilities for its students and in keeping with the goals stated in Bond Measure B, the District is constructing two elementary schools, ACORN Woodland and Encompass Academy at the present site of the Woodland Elementary School in the area of 81st Ave. and Rudsdale to form the New Woodland School Campus; and

WHEREAS, the New Woodland School Campus is designed to accommodate a small school learning environment to nurture and support academic achievement in Oakland; and

WHEREAS, the City has determined that it is necessary and appropriate to establish additional public library facilities in the same general area; and

WHEREAS, the parties agree that the desired library facilities of each can be combined in a single library that operates on the schools' site, which may be used by both students and members of the public, enhancing the services and facilities that might be offered by either party individually; and

WHEREAS, the City is applying for State Library grant funding for the construction of the library, as codified in the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (Education Code, Title 1, Division 1, Part II, Chapter 12, Articles 1-3, Sections 19985-20011) and the California Code of Regulations under Title 5, Division 2, Chapter 3, Section 20430, et seq. (collectively the "Bond Act"); and

WHEREAS, under the Bond Act, first priority will be given in the award of grant funds to joint use projects in which the public agency that operates the library and one or more school districts have entered into a cooperative agreement;

NOW, THEREFORE, the parties agree as follows:

SECTION 1 General

- (a) This Agreement is contingent upon approval by the governing bodies of each Party, and will become effective on the date when the last Party authorizes its designated representative to execute this Agreement on behalf of that Party.
- (b) If the California Public Library Construction and Renovation Board ("Board") does not award the grant to the City by December 31, 2005, then this Agreement shall terminate and shall be of no force and effect.
- (c) Standards for the operation of the joint library facility shall be generally consistent with the standards established for the operation of other Oakland Public Library facilities, including hours of operation, staff qualifications, materials selection guidelines and circulation policies, to the extent provided in this Agreement.

- (d) The primary purpose of the joint library facility shall be equally to serve the educational and recreational reading needs of the students, faculty and general public using the facility. The joint library facility shall be open for use to District students, faculty and administrators and members of the general public, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed pursuant to authority granted in this Agreement.

SECTION 2 Definition of the Roles and Responsibilities of Each Party with Respect to Funding, Staffing, Supervision, Operation, and Management

- (a) A Library Coordination Committee (LCC) will be established to implement and evaluate the joint venture. The Committee will include three representatives from the District and three for the Library. The LCC will meet quarterly to plan operations, review and implement the joint venture project, set schedules for the use of the various meeting rooms in the library, strategize on collection development and develop guidelines for services (e.g. types of vending machines available for students in the library). Any issues that cannot be resolved by the LCC will be referred to the Library Director and the State Administrator or his successor.
- (b) In addition to participating in the LCC, the City and District will have the following responsibilities:

With regard to the library facility:

The City shall:

- Be responsible for the design and construction of the facility and shall consult with the District and any state agency having jurisdiction over the construction, to ensure the adequacy and acceptability of the facility for its expected use.
- Fund all engineering, architectural and construction services with the exception of the construction costs associated with the 4,500 square feet (dedicated and pro-rata share of common space) of District multi-purpose space (based on actual costs to the District) and the general site development
- Provide the Library's automated circulation and on-line catalog system and cost related to telecommunications
- Maintain the facility, including HVAC, plumbing, carpeting, interior and exterior paint, and built-ins

The District shall:

- Provide the land for the library, leasing it to the City at a nominal fee for a minimum of 40 years in accordance with Proposition 14 and provide general site development up to a sum, not to exceed the sum of Two Hundred and Forty-Seven Thousand and Sixty-Five Dollars (\$247,065.00),
- Fund the construction costs associated with the 4,500 square feet (dedicated and pro-rata share of common space) of District multi-purpose space within the library and general site development for the facility (as set forth on pg. 22

in Application Form for the 81st Avenue Library) based on actual construction costs to the District.

To the extent that other equipment is determined to be necessary and appropriate, the parties shall confer in good faith to determine responsibility for the acquisition, maintenance and repair of said equipment.

With Regard to the Joint Library Services:

The City shall provide:

- Library staff for the operation of the library during public service hours; supervise day-to-day operations of the library during public service hours
- A general collection for use by students, faculty, administrators and the general public
- Furnishings, equipment and supplies for the library with the exception of those listed below
- Staff to develop and implement information literacy training in concert with District staff
- Staff for the Partners for Achieving School Success (PASS) homework assistance program

The District shall provide:

- Staff for operation of the library during non-public hours, and for class instruction in the computer lab
- Textbooks used in the schools for use with the homework assistance program.
- Funds for curriculum-related student materials, the amount to be determined annually
- Media production equipment for the Computer Lab based on District standards
- Staff to develop and implement information literacy training in concert with City staff
- Staff for the District's after school program that includes homework assistance
- Meeting spaces that can be shared with the City for library activities

The Library Director, as a representative of the City, and the State Administrator or designee shall meet to finalize opening and operating budgets for the facility prior to the construction of the facility and shall initiate any actions necessary to insure that any necessary adjustments are made to this Agreement.

SECTION 3 Description of the Joint Library Services and How They Will Be Provided

The joint use library project has both facility and service elements, described below:

(a) The Facility

The multi-purpose facility that houses the library includes the following spaces. Those with asterisks (*) are the primary ones associated with the joint venture project:

- Approximately 25,000 square feet of space, with landscaping and parking adjacent, in a multi-purpose facility that includes District multi-purpose space (4,500 square feet) and the co-located public/school library (20,000+ square feet)
- * Space for a materials collection of approximately 65,000 volumes at capacity to include books, audiovisual materials, magazines and electronic resources for children, teens and adults
- Seating for a minimum of 110 patrons, including table, lounge and carrel seating distributed throughout the library in the adult, children's and teen areas
- *Two Group Study Rooms
- *Storytelling Area seating 30
- *Public Meeting Rooms seating a minimum of 150, including a Community Room and Classroom
- *Multi-Purpose Room
- Public Restrooms, both for the general public and for children
- *Computer Lab with 30 computer workstations and media post production equipment
- Café
- *A Teachers' Resource Room
- Three mobile service desks and a circulation desk
- Materials return areas and a sorting and delivery area; four self-check machines
- Library Staff Workroom, with three additional offices for professional staff
- *A Staff Lounge and Restrooms to be shared with District staff
- Intrusion alarm system
- Exterior signage designating the location of the library

(b) Joint Venture Services

The joint venture includes an array of services to support the K-5 students at the two new small autonomous schools (ACORN Woodland and Encompass Academy) with which the library shares a campus, as well as other local schools. These services include:

- Class visits to the library
- Computer Lab
- Information Literacy Training
- Homework Center
- Family Literacy
- Shared Meeting & Program Rooms

Class Visits to the Library

Classes from the two adjacent schools will be scheduled for visits to the library on a regular basis. Classes from other local schools (traditional and charter) will also be scheduled. Planning for class visits will be done on a quarterly basis by the LCC, with the calendar maintained by the Library staff.

Some of the visits will be for the selection of materials to borrow. Others will include information literacy instruction or storytelling by teachers or library staff. The schedule will include classes brought by teachers from ACORN Woodland and Encompass Academy during school hours when the library is not open to the public and is not staffed by the Library.

School staff shall supervise students using the library during school hours. Students may use the library whenever it is open to the public.

Computer Lab (Computer Center)

A Computer Lab with 30 computers and media post-production equipment will be available for class use during school hours, with computer instruction provided by District staff, either teachers or a Media Technician.

A schedule of visits will be determined by the LCC each quarter, with the calendar maintained by Library staff. The Library will reserve times and provide computer training for classes from other schools in the area. When not being used by classes during the school day, and during after-school hours, the computers will be available for general public use. The scale of furnishings will be for elementary school children. Adult computer classes will be provided in other areas of the library (Community Room, Classrooms).

Information Literacy Training

Staff at the two schools and the library will partner to integrate the teaching of information literacy skills into the general curriculum of the classes. They will identify competencies for each grade level and develop opportunities for students to learn about library use and information in the library. The "lessons" can be delivered by teachers, librarians or District Media Technicians, resulting in students who can find, evaluate and use information effectively. This will be done with the assistance of interns from either library or teacher college programs, and will be closely tied to the research work already being done by the students rather than abstract lessons. The distribution of the instructional responsibilities of teachers and the public librarians will be part of the development of this program.

Homework Center

The Library and schools jointly will provide homework assistance for at-risk students, with elements in the schools' Multi-Purpose Building and others in the Library's 1st Floor Children's Multi-Purpose Room, to maximize the support for students. The Library's program will be a variation of its successful PASS (Partners for Achieving School Success) program; the District's will be a part of the after-school program for children.

Family Literacy

In order to promote family reading and literacy the school and library will partner to provide a family literacy program with a number of components. The District will provide ESL classes for parents whose primary language is not English. The Library will provide basic literacy tutoring for residents with some English language skills. Classes will be provided via video-conferencing from the Library's Second Start literacy program headquarters in West Oakland.

Parents participating in either of these programs will be invited to Library family literacy activities, including story times and arts and crafts programs, and to school parenting programs, focusing on how parents can help their children be successful in school. The emphasis will be on families that include Kindergarten, 1st and 2nd grade students. Since parents are most likely to be available when their children are in school, many of these activities will be held in the library, where space is available during school hours.

Parents of students in the two Early Childhood Education Centers on the library/school campus will be included in this program as well.

Shared Meeting & Program Rooms

Both ACORN Woodland and Encompass Academy are new small autonomous schools (NSAs). One of the strengths of the NSAs is the involvement of parents and the community. Both the City and the District are committed to having the library and school site be a community center and community asset.

The library Community Room (seating 100) and Classroom (seating 60 but dividable into two classrooms seating 30 each), and the District's large Multi-Purpose Building (seating 250) will be available for library, school and community programs and meetings. Ongoing programs will be scheduled quarterly by the LCC. Library staff will maintain the calendar for the Community Room and Classrooms; the District staff will maintain the calendar for its Multi-Purpose Building. Together they provide a wide range of space options for such programs as ESL or parenting classes, family literacy, reading enrichment programs, community meetings, teachers' conferences and programs for smaller audiences.

All will be designed to be accessible evenings and weekends, whether or not the library or school is open. The LCC will develop a policy for meeting room use that is consistent with both the District and City policies.

SECTION 4 Library Hours of Service for the Public and for Students

The library will be accessible to school classes under the supervision of teachers and/or Media Technicians from 7:30 a.m. until the library is open to the public Monday through Friday. Public hours will be a minimum of 40 hours per week, over seven days and will include times between 10:00 a.m. and 8:00 p.m. Monday through Thursday, between 2:00 p.m. and 5:30 p.m. on Friday, 10:00 a.m. and 5:30 p.m. on Saturday, and 1:00 p.m. and 5:00 p.m. on Sunday. Students may use the library as individuals during public hours. Additional class visits during public hours will be scheduled with the branch library manager, based upon the plan of the LCC. These

will include the information literacy classes outlined in SECTION 3 above. A typical schedule of hours follows:

	Public Service Hours	Additional Hours for School Use
Monday	12:00 p.m.– 8:00 p.m.	7:30 a.m. – 12:00 p.m.
Tuesday	10:00 a.m. – 5:30 p.m.	7:30 a.m.– 10:00 a.m.
Wednesday	12:00 a.m.– 8:00 p.m.	7:30 a.m. – 12:00 p.m.
Thursday	10:00 a.m. – 5:30 p.m.	7:30 a.m.– 10:00 a.m.
Friday	12:00 p.m. – 5:00 p.m.	7:30 a.m.– 12:00 p.m..
Saturday	10:00 a.m. – 5:00 p.m.	-
Sunday	1:00 p.m. – 5:00 p.m.	-

SECTION 5 The Number and Classifications of Staff Members

City--Library

The library staff in full-time equivalents for **general operations** of the library includes:

Classification	FTE
Branch Manager	1
Children's Librarian	1
Teen Librarian	1
Library Assistant	3
Aide	2

To support the **joint venture** work with the school, including the family literacy, information literacy training, computer training and LCC components, an additional Children's Librarian will be assigned to this library.

The Library will also provide 2 part-time (1 FTE) Library Assistants and 4 part-time Student Trainees (1 FTE) to support the homework assistance program.

District--Schools

For the **joint venture** services the District will provide:

Teachers or designated adult to supervise library use when the library is not open to the public and classes are brought in, and to deliver information literacy instruction. The average staffing will be 2 hours a day, five days a week.

The District will also provide teachers or designated adults to provide computer instruction in the Computer Lab. The average staffing will be two hours a day, five days a week.

SECTION 6 The Use of Volunteers

Volunteers, both older students with community service requirements and adults, trained jointly by the District and the Library, may assist with the provision of homework assistance during after school hours. This will enhance the program but is

not a critical element. The volunteer aspect of the joint venture will be explored by the LCC. All persons working with or around children shall, prior to commencement of such service, undergo a tuberculosis test and Department of Justice fingerprint check and obtain clearance for such service in accordance with the standards set forth in the California Education Code for school teachers.

SECTION 7 Identification of the Location of the Proposed Joint Use Project

The joint use library will be located on the corner of 81st Ave. and Rudsdale, on property owned by the Oakland Unified School District. The current Woodland School is located at 1025 81st Avenue. Much of the joint venture project activities will be on the library site; others will be on the school site in the District's 10,000+ square foot Multi-Purpose Building, subject to the approval of the District.

SECTION 8 Ownership of the Site, Facility, Furnishings, Equipment and Library Materials

The site will be owned by the Oakland Unified School District, and will be leased to the City of Oakland (Oakland Public Library) for the consideration of \$1 per year for forty (40) years. Details of that lease are included in a separate document entitled "Ground Lease", between the Oakland Unified School District and the City of Oakland.

The facility will be owned by the City of Oakland (Oakland Public Library).

Furnishings, equipment and materials will be owned by the party funding them:
The Library shall provide:

- Materials for general public use
- PCs in the Computer Lab
- All furniture and equipment not listed below

The District shall provide:

- Curriculum-related materials, the amount to be determined annually
- Media post production equipment for the Computer Lab, based on District standards
- Copy of each textbook used in classes

SECTION 9 All Sources and Uses of Funding

The City of Oakland's estimate of the cost of the entire multi-purpose facility is indicated below, with sources of funding.

FACILITY FUNDING SOURCES		
ITEM	START-UP COST	ANNUAL COST
State Library Funding		
Design, construction, furniture & equipment for the library's portion of the joint-use facility	\$6,513,345.00	N/A

FACILITY FUNDING SOURCES		
ITEM	START-UP COST	ANNUAL COST
Subtotal		
City Funding		
Matching funds for the library's portion of the multi-purpose facility (Coliseum Redevelopment Funds)	\$3,500,000	NA
Maintenance of facility, including HVAC, plumbing, carpeting, recycling, painting	NA	\$160,000
Maintain telecommunication equipment and service (telephone, data, etc.)	NA	\$10,000
Security	NA	\$89,016
Subtotal		
District Bond Funding		
Construction cost for portion of shared space	\$1,500,000	NA
Subtotal	\$1,500,000	
District Funding		
Land for the facility	\$4,600,000	NA
Site development	\$247,065	NA
Subtotal		
TOTAL		

FUNDING SOURCES FOR JOINT VENTURE SERVICES		
STAFF/ITEM	ACTIVITY	HOURS
City Funding		
Branch Manager	LCC participation	10 hr/year
Children's Librarian	LCC, family literacy, information literacy, joint venture	1 FTE
Children's Services Coordinator	LCC participation Develop information literacy "curriculum"	10 hr/year 20 hrs first year/ 5 hrs later years
Library Asst.	Homework assistance program	1 FTE (2 employees)
Student Trainees	Homework assistance program	1 FTE (4 employees)
Subtotal		
District Funding		
Teacher (s)	Class use of library when closed to the public/ information literacy instruction	10 hr/week
Teacher???	Develop information literacy "curriculum"	20 hrs first year/ 5 hrs later years

FUNDING SOURCES FOR JOINT VENTURE SERVICES		
STAFF/ITEM	ACTIVITY	HOURS
Teacher (s)	Class use of Computer Lab, computer instruction	10 hr/week
ESL Instructor	ESL Classes	3 hr/week
Collection	Textbooks for homework assistance	???
Collection	Curriculum support materials	???
media production equipment and maintenance	Post production equipment for Computer Lab	NA
Subtotal		
TOTAL		

The parties understand and agree that the cost estimates stated above in Section 9 of the Agreement are provided by the City of Oakland (Oakland Public Library) based upon documents and information maintained by the City and the District is not responsible for the content of this portion of the Agreement.

SECTION 10 Responsibility for Facility Operation, Maintenance and Management

The operation, maintenance, management and supervision of day-to-day operations of the co-located library will be the responsibility of the City, with advice from the LCC. The City will maintain the building itself, including plumbing, carpeting, interior and exterior painting and built-ins. The City is responsible for any capital improvements unless requested and funded by the District. Any and all improvements to the premises and the library at the New Woodland School site must be in compliance with the Filed Act. Any and all improvements to the exterior of the premises and the library are subject to review and approval by the District. City will provide recycling service. The City is responsible for telecommunications equipment and cost.

During those school hours when the library is closed to the public, District staff will supervise any use by classes. The District's multi-purpose space on the second floor will be supervised and managed by the District.

The parties shall develop a mutually agreeable security plan for the joint use facility prior to commencement of operation of the facility.

SECTION 11 Review and Modification Process for the Conditions of the Agreement

This Agreement will be reviewed quarterly by both Parties through the Library Coordination Committee for the first two years, and semi-annually thereafter, with either party able to call for a review at any time. Proposed changes may be submitted to the Committee at any time in writing for consideration.

The agreement may be modified to provide services that meet the greater need of residents and students than the services described herein, provided that the services still meet the spirit and intent of the original cooperative agreement as well as the intent of the Library Bond Act and Title 5 Regulations. Changes to the conditions of the agreement will be made by written agreement signed by both Parties.

SECTION 12 Field Act Applicability

The Library building will provide space for required educational purposes for more than 24 pupils enrolled in grades K-12 at any one time. Accordingly, the Parties agree that the Library will be subject to the Field Act.

SECTION 13 Forty year Commitment to Providing Joint Use Library Services Consistent with the Intent of the Cooperative Agreement

The Parties commit to providing joint use library services consistent with the intent of this agreement for forty (40) years. Any modifications to the agreement will be made according to Section 11 above.

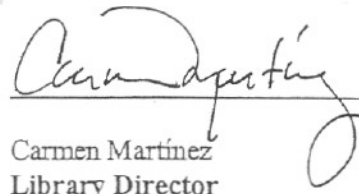
SECTION 14 Provision of Library Service

The Parties acknowledge and incorporate Education Code section 19999 and section 20440 (e) (3) (G) of these regulations which require the provision of public library direct services for 40 years.

IN WITNESS WHEREOF, DISTRICT and CITY have executed this Agreement as of the date written on the first paragraph of this Agreement.



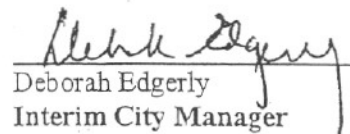
Randolph E. Ward, Ed. D.
State Administrator



Carmen Martínez
Library Director

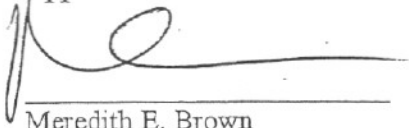


Timothy E. White
Assistant Superintendent of Facilities



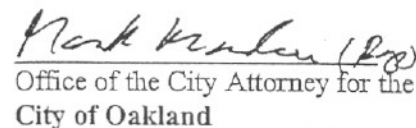
Deborah Edgerly
Interim City Manager

Approved as to Form



Meredith E. Brown
Special Facilities Counsel for the
Oakland Unified School District

Approved as to Form



Mark Kender (for)
Office of the City Attorney for the
City of Oakland